

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DANA STEPHENSON,

Plaintiff,

Docket No.:
20-cv-01332(PMH)

-against-

EXCLUSIVE MOTOR-SPORTS LLC, EXCLUSIVE
MOTOR SPORTS & COLLISION CENTER LLC,
EXCLUSIVE MOTOR CARS LLC, and
BETHPAGE FEDERAL CREDIT UNION,

Defendants.

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ANSWER TO CROSS-CLAIM

Defendant Bethpage Federal Credit Union (“BFCU”), by and through its attorneys, Rivkin Radler LLP, respectfully submits the following, upon information and belief, as and for its Answer to the Cross-Claim of Defendants Exclusive Motor-Sports LLC, Exclusive Motor Sports & Collision Center LLC, and Exclusive Motor Cars LLC (collectively, the “Exclusive Motor Defendants”), as asserted in the Exclusive Motor Defendants’ Answer to Second Amended Complaint (the “Answer”), filed on November 4, 2020:

1. BFCU denies each and every allegation contained in paragraph “75” of the Exclusive Motor Defendants’ Answer.
2. BFCU denies each and every allegation contained in paragraph “76” of the Exclusive Motor Defendants’ Answer.
3. BFCU denies each and every allegation contained in the WHEREFORE paragraph of the Exclusive Motor Defendants’ Answer as asserted against BFCU.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

4. The Exclusive Motor Defendants are barred from recovery by the doctrines of laches, waiver, estoppel and/or unclean hands.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

5. To the extent that BFCU is found liable to Plaintiff Dana Stephenson (“Plaintiff”), BFCU is entitled to judgment over and against the Exclusive Motor Defendants on the basis of contractual indemnification for the full amount of any verdict or judgment which Plaintiff may recover against BFCU, plus attorneys’ fees, costs, and expenses incurred by BFCU in the defense of this action.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

6. To the extent that BFCU is found liable to Plaintiff, BFCU is entitled to judgment over and against the Exclusive Motor Defendants on the basis of common law indemnification for the full amount of any verdict or judgment which Plaintiff may recover against BFCU, plus attorneys’ fees, costs, and expenses incurred by BFCU in the defense of this action.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

7. BFCU specifically reserves the right to assert, at a later date, any and all Affirmative Defenses not asserted herein, which further investigation and discovery may prove viable against the Exclusive Motor Defendants.

WHEREFORE, BFCU hereby demands judgment dismissing the Exclusive Motor Defendants’ Cross-Claim in its entirety, along with such other and further relief as this Court deems just and proper.

Dated: Uniondale, New York
November 24, 2020

Respectfully submitted,

RIVKIN RADLER LLP

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cc: All counsel of record (via ECF)